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to entertain an action for divorce when the wife was domiciled and resident abroad), since otherwise under existing war conditions the woman would find herself without access to competent judges and would suffer a denial of justice. *Hamacher v. Duval* (Civil Tribunal of Boulogne, March 19, 1915), reported in (1917) 44 CLUNET, 179.

CONSTITUTIONAL LAW—DUE PROCESS OF LAW—ERROR OF TRIAL COURT.—In an action of ejectment brought in a federal district court, the trial judge received in evidence, as tending to establish title in the plaintiff, the records of certain previous suits resulting in judicial sales of tracts of land belonging to the predecessors in title of the present defendant. The plaintiff claimed title through these proceedings. Upon appeal to the Supreme Court of the United States, the defendant contended that the premises in question were not involved in the previous suits, and also that the defendant was not bound by the decrees in those suits, and that the admission of such incompetent evidence and the rendering of judgment for the plaintiff on the strength of it were such error as to amount to a violation of the defendant's rights under the "due process clause" of the Fifth Amendment. *Held*, that, whether or not the evidence was incompetent, "error of a trial judge in admitting evidence or entering judgment after a full hearing does not constitute a denial of due process of law." *Jones v. Buffalo Creek Coal & Coke Co.* (1917, U. S.) 38 Sup. Ct. 121.

It is to be noted that the trial court here was a federal court. For a discussion of denial of due process under the Fourteenth Amendment by errors of a state court, see (1917) 27 YALE LAW JOURNAL, 121. The fact that this case comes up under the Fifth Amendment should not, without more, differentiate it, since, in respect to what constitutes due process, the two amendments should be interpreted identically. Taylor, *Due Process of Law*, sec. 123; *Twining v. New Jersey* (1908) 211 U. S. 78, 101; 29 Sup. Ct. 14, 20.

CONTRACTS—EFFECT OF "WAR CLAUSE" PROVIDING FOR SUSPENSION IN TIME OF WAR.—In a contract for the sale and delivery of merchandise, concluded prior to the outbreak of war, there was a clause providing that the vendor had the privilege of suspending delivery if war should break out, and, after a certain period, of terminating the entire contract. In an action for failure to make deliveries, the defendant, relying on this clause, alleged the fact that war had supervened. The plaintiff replied that the defendant's refusal to carry out the contract was prompted by business reasons. *Held*, that the clause was valid and that the defendant's motive in cancelling the contract was immaterial. *Milne & Co. v. Phosphates Tunisiens* (Court of Paris, 3d Chamber, July 27, 1916), reported in (1917) 44 CLUNET, 167.

A similar contract containing the "war clause" above mentioned was concluded *after* the outbreak of war. The vendor, relying upon the clause, broke the contract. *Held*, that the condition provided for in the "war clause" was inoperative, inasmuch as the war actually prevailed when the contract was made. *Doughty Sons and Richardson v. Phosphates Tunisiens* (Court of Paris, 3d Chamber, July 27, 1916), reported in (1917) 44 CLUNET, 171.

For a discussion of a recent American case involving a somewhat analogous contract see (1918) 27 YALE LAW JOURNAL, 408.

CORPORATIONS—PROHIBITION AGAINST PRACTICING LAW—FURNISHING ATTORNEY TO DRAFT WILL.—Section 280 of the New York Penal Law makes it unlawful for a corporation to practice law or "to furnish attorneys or counsel or to render legal services of any kind in actions or proceedings of any nature or in